

BK 0377 PG 0212

PREPARED BY:
PROFESSIONAL SERVICES
POST OFFICE BOX 130
POTTS CAMP, MISSISSIPPI
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STATE MS.-DE SOTO CO.
FILED

AUG 7 11 28 AM '00

BK 377 PG 212
W.E. CLERK

STATE OF MISSISSIPPI
COUNTY OF DESOTO

TIMBER WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That WE, BILL HAWKS AND WIFE, DIANE HAWKS, of P. O. Box 446, HERNANDO, MS 38632, telephone no. 662-429-8854, hereinafter called the GRANTORS, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell, Convey and Warrant unto J. M. ASH WOODYARD, INC., of P. O. Box 130, POTTS CAMP, MS 38659, telephone no. 662-333-9009, hereinafter called the GRANTEE, TIMBER AS MARKED and identified on Bid dated June 7, 2000 and on the attached plat marked for identification and attached hereto being located on the following land and property located and situated in DeSoto County, Mississippi, described as follows, to-wit:

TRACT ONE:

The Southwest Quarter of Section 31, Township 2 South, Range 5 West, DeSoto County, Mississippi, containing 160 acres, more or less.

SOURCE DEED: This is the same land and property as conveyed to William T. Hawks by virtue of a Warranty Deed executed by J. B. Herrington dated January 19, 1972, and recorded in Land Deed Book No. 93 at page 412 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

TRACT TWO:

95.60 acres situated in the Northwest Quarter of Section 6, Township 3, Range 5 West, DeSoto County, Mississippi, being more particularly described as:

BEGINNING at an iron pin at the northwest corner of the Northwest Quarter of Section 6, Township 3, Range 5 West, Chickasaw Cession; thence South 89 degrees 43 minutes 02

seconds East along the north Section line 2686.89 feet to an iron pin at the northeast corner of the said Northwest Quarter; thence South 00 degrees 39 minutes 22 seconds East along the east line of said quarter section 414.30 feet to a point in the centerline of Byhalia Road; thence running with the center line of Byhalia Road the following courses and distances: Thence southwesterly along a 172.40 foot radius curve to the left, 196.92 feet to a point of tangency; thence South 0 degrees 17 minutes 30 seconds East 341.21 feet to a point of curvature; thence southwesterly along a 167.14 foot radius curve to the right, 194.57 feet to a point of tangency; thence South 60 degrees 24 minutes 31 seconds West, 237.52 feet to a point of curvature; thence southwesterly along a 379.58 foot radius curve to the left, 216.90 feet to a point of reverse curvature; thence southwesterly along a 498.80 foot radius curve to the right, 134.48 feet to a point of tangency; thence South 60 degrees 25 minutes 56 seconds West, 239.56 feet to a point; thence North 89 degrees 41 minutes 09 seconds West along a line leaving Byhalia Road 1682.07 feet to an iron pin on the westline of said northwest quarter; thence North 00 degrees 07 minutes 53 seconds West 1662.99 feet to the POINT OF BEGINNING, containing 95.60 acres, more or less.

LESS & EXCEPT: Five (5) acres, more or less, situated Northwest Quarter, Section 6, Township 3 South, Range 5 West, DeSoto County, Mississippi, being more particularly described as: BEGINNING at the Northwest corner of the Northeast Quarter of Section 6, Township 3 South, Range 5 West, DeSoto County, Mississippi; thence West along North line of Section 6, 272.25 feet to a point; thence South 00 degrees 7 minutes 53 seconds East 923.20 feet to a point; thence East 212.25 feet to a point in Byhalia Road right-of-way, thence Northwardly following the contour of Byhalia Road 800.0 feet to a point where Byhalia Road crosses the West line of said Section 6; thence run North 60.0 feet to a point; thence run North 332.93 feet to the Point of Beginning, containing five (5) acres, more or less.

SOURCE DEED: This is the same land and property as conveyed to Diane A. Hawks by virtue of a Correction Warranty Deed executed by A. P. Daniel dated April 22, 1981 and recorded in Land Deed Book 153 at page 718 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

LESS & EXCEPT: 5.056 acre tract located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 3 South, Range 5 West, DeSoto County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the Northwest corner of the Northeast Quarter of Section 6, Township 3 South, Range 5 West; thence West along the North line of said Section a distance of 272.25 feet to a point; thence South 0 degrees 07 minutes 53 seconds East a distance of 105.24 feet to an iron pin on the South right of way of New Byhalia Road and the Point of Beginning this description; thence continue South 0 degrees 07 minutes 53 seconds East a distance of 817.96 feet to an iron pin; thence North 89 degrees 52 minutes 07 seconds East a distance of 271.30 feet to a point in the centerline of Old Byhalia Road, passing an iron pin set at 231.30 feet; thence along the centerline of said road, North 7 degrees 17 minutes 42 seconds West a distance of 315.04 feet; thence North 01 degree 44 minutes 16 seconds West a distance of 80.58 feet; thence North 6 degrees 30 minutes 41 seconds East a distance of 75.05 feet; thence North 22 degrees 05 minutes 12 seconds East a distance of 55.70 feet; thence North 37 degrees 59

minutes 09 seconds East a distance of 20.61 feet to an iron pin in the centerline of said road; thence North 0 degrees 07 minutes 53 seconds West a distance of 343.28 feet to a steel fence rail found on the south right of way of New Byhalia Road; thence along said right of way along a curve to the left having a radius of 572.49 feet an arc distance of 281.75 feet to the Point of Beginning containing 5.056 acres, more or less.

SOURCE DEED: This is the same land and property as conveyed to Charles L. Busby, Jr. and wife, Deanna L. Busby, by virtue of a Warranty Deed executed by William T. Hawks dated February 14, 1995 and recorded in Land Deed Book No. 281, page 722 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

LESS & EXCEPT:

TRACT 1 Beginning at a ½-inch rebar on the South line of New Byhalia Road (80 feet wide) said rebar measuring 134.3 feet South and 2428.3 feet East of a one inch pipe marking the Northwest corner of Section 6, Township 3 South, Range 5 West of DeSoto County, Mississippi, said rebar also marking the Northwest corner of Charles Busby, Jr. 5.05 acre tract (Bk 281, Pg 722); thence South 01 degrees 27 minutes 19 seconds West along the West line of said Busby Tract 815.06 feet to a ½ (inch) rebar marking the Southwest corner of said Busby Tract; thence North 37 degrees 40 minutes 21 seconds West 641.19 feet to a ½-inch rebar on the South Line of New Byhalia Road; thence North 52 degrees 19 minutes 39 seconds East 418.56 feet along the South line of said road to a ½-inch rebar and point of curve; thence continuing along the South line of said road being a curve to the right having delta of 10 degrees 39 minutes 30 seconds a radius of 518.13 feet, an arc distance 96.33 feet to the point of beginning and containing 3.83 acres.

TRACT 2 Commencing at a ½-inch rebar on the South line of New Byhalia Road (80 feet wide) said rebar measuring 134.3 feet South and 2428.3 feet east of a one inch pipe marking the Northwest corner of Section 6, Township 3 South, Range 5 West, of DeSoto County, Mississippi, said rebar also marking the Northwest corner of Charles Busby, Jr. 5.05 acre tract (Bk. 281, Pg. 722); thence South 01 degrees 27 minutes 19 seconds West along the West line of said Busby Tract 815.06 feet to a ½ (inch) rebar marking the Southwest corner of said Busby Tract and the Point of Beginning; thence South 88 degrees 31 minutes 48 seconds East along the South line of said Busby Tract 271.84 feet (passing a ½ (inch) rebar at 230.99 feet) to a cotton picker spindle in the mean center of Old Byhalia Road; thence along the center of said road South 05 degrees 57 minutes 28 seconds East 29.08 feet to a cotton picker spindle and point of curve; thence continuing along the center of said road being a curve to the right, having a delta of 63 degrees 46 minutes 05 seconds, a radius of 206.65 feet, an arc distance of 230.00 feet to a cotton picker spindle; thence North 37 degrees 40 minutes 21 seconds West 293.41 feet to the Point of Beginning and containing 0.85 acres, as per survey of Daniel Bailey dated April 14, 1999.

SOURCE DEED: This is the same land and property as conveyed to Charles L. Busby, Jr. and wife, Deanna L. Busby, by virtue of a Warranty Deed executed by

Diane A. Hawks dated June 11, 1999 and recorded in Land Deed Book No. 357, Page 176 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

This Timber Deed shall be for a period of eighteen (18) months and shall expire at midnight on the 7 day of Feb, 2002. Ownership of all trees and timber remaining on the property at the expiration of this Timber Deed shall revert to Grantor.

This Timber Deed shall be further subject to the following **CONDITIONS OF SALE:**

1. **TIMBER AS MARKED and identified on Bid dated June 7, 2000 and on the attached plat marked for identification and attached hereto.**
2. **18 Months** from closing to cut and remove all timber.
3. Buyer will be responsible for all **Severance Taxes**.
4. Grantee, its Agents or Assigns agree that damage to fences will be repaired immediately by the Grantee, or its Agents; (See Map where fences are to be protected.) branches and debris will be cleaned from any streams, drainage ditches, lakes and fields before completion of timber cutting by the Grantee, or its Agents; Grantee, its Agent or Assigns agrees that no toppings will be left in open fields; all roads will be left in as good or better conditions as found by Grantee, or its Agents; Grantee, its Agents or Assigns, agree to keep property clean and free of all oil cans, garbage, or other litter; Grantee, its Agents or Assigns, will conduct its logging according to the **Best Management Practice Guidelines** as set forth by the Mississippi Forestry Commission; and Grantee, its Agents or Assigns, agree that they maintain adequate liability insurance and will furnish Grantors a copy of same including the amount of coverage and will in any and all events hold harmless Grantors, its Agent; from damages to property or injuries to person or persons which may arise from or be incident to said logging operation and will indemnify and hold harmless the Grantor, its Agent; from

any lawsuits brought by any party related either directly or indirectly to the cutting and removing of said timber for the term of this contract. **Arbitration Clause** - It is agreed and understood between the Grantor and the Grantee herein its Successors and Assigns, that should any dispute arise as to the terms and conditions of this deed, that said matter will be settled by arbitration of three (3) arbitrators, whose majority decision shall be final and binding upon the parties hereto. Said arbitrators shall be selected by the Grantor selecting one arbitrator, the Grantee selecting one arbitrator and the two arbitrators so selected shall select an arbitrator. The selection of the arbitrators shall be commenced not later than thirty (30) days following any dispute which may arise and completed with due and reasonable diligence. The period allowed herein for cutting and removal of timber shall be extended automatically for the number of days required for the selection of arbitrators and to complete the arbitration of the dispute. **Violation Clause** - If any of the conditions of this contract are violated by the Grantee, the Grantor may, upon giving the Grantee notice in writing, suspend all operations engaged in by the Grantee under this contract until conditions and requirement of this contract have be complied with and if the Grantee refuses to comply with each and every condition and requirement set forth in this contract and persists therein after notice in writing, the Grantor may terminate the contract. Grantor herein, its Agents, Successors or Assigns, shall have the right of ingress and egress over, and across the described land for the removing of said timber. **The Buyer May Not Assign Timber Deed to a Third Party Without Prior Written Approval of the Seller.**

WITNESS OUR SIGNATURES, this the 4th day of August, 2000.

BILL HAWKS
BILL HAWKS

DIANE HAWKS
DIANE HAWKS

J.M. ASH
J.M. ASH WOODYARD, INC.

STATE OF MISSISSIPPI
COUNTY OF DeSoto

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named BILL HAWKS AND DIANE HAWKS, who acknowledged that they signed, sealed and delivered the above and foregoing Timber Warranty Deed on the day and year therein written as their true act and deed.

GIVEN UNDER MY HAND AND SEAL, this the 7th day of August, 2000.

LuehAnn Johnson
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Feb. 16, 2003

STATE OF MISSISSIPPI
COUNTY OF MARSHALL

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named J.M. ASH, known to me to be the President/Owner of J.M. ASH WOODYARD, INC., A State of Mississippi Corporation, who acknowledged that he signed, sealed and delivered the above and foregoing Timber Warranty Deed on the day and year therein written pursuant to the express authority conferred upon him.

GIVEN UNDER MY HAND AND SEAL, this the 4th day of July, 2000.

Klaine G. Taylor
NOTARY PUBLIC

(SEAL)
MY COMMISSION EXPIRES: 6/30/01 MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES 6/30/2001
BONDED THRU STEGALL NOTARY SERVICE